Supreme Court, U.S.
FILED
SUPREME COURT, U.S.
FEB 9 1972
E. ROBERT SEAVER, CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1971

No. 71-925

TERMINAL FREIGHT COOPERATIVE ASSOCIATION and
TERMINAL FREIGHT HANDLING CO.,
Petitioners,

vs.

JOSEPH H. SOLIEN, Regional Director of the Fourteenth Region of the National Labor Relations Board, for and on Behalf of the National Labor Relations Board
and
MISCELLANEOUS DRIVERS AND HELPERS UNION, LOCAL NO. 610 Affiliated With the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

BRIEF

In Opposition of Respondent Union

NORMAN W. ARMBRUSTER
HARRY H. CRAIG
7 North Seventh Street
St. Louis, Missouri 63101
Attorneys for Respondent Miscellaneous Drivers and Helpers Union Local 610

Of Counsel
WILEY, CRAIG, ARMBRUSTER & WILBURN
7 North Seventh Street
St. Louis, Missouri 63101

St. Louis Law Printing Co., Inc., 411-15 N. Eighth St. 63101 314-231-4477

INDEX

	Page
Opinions below	1
Jurisdiction	1
Counterstatement of questions presented	2
Statutes involved	2
Counterstatement of the case	3
Argument	6
I. Terminal lacked standing to prosecute its appeal to the Court of Appeals	6
II. Assuming arguendo that Terminal had standing to appeal, the motion to rescind or modify the stipulation was not timely filed	7
III. In any event Terminal's motion presented no basis for rescinding or setting aside the stipulation	8
Conclusion	12
Appendix	A-1

Cases Cited

Concrete Materials of Georgia, Inc. v. NLRB, ... F. 2d ..., 76 LRRM 2832 (5th Cir., 1971)	11
Gray v. Dukedom Bank, 216 F. 2d 107 (6th Cir. 1954)	8
Leeds & Northrup v. NLRB, 357 F. 2d 527 (3rd Cir. 1966)	11

Solien v. Miscellaneous Drivers and Helpers Union, Local No. 610, 440 F.2d 124 (8th Cir., 1971) 3, 4, 5, 6, 7, 11

Terminal Freight Co-op Assn. v. NLRB, 447 F. 2d 1099 (3rd Cir. 1971) 9, 11

Terminal Freight Handling Company v. Solien, 444 F. 2d 699, reh. denied 8/13/71, pet. for cert. pending 7, 9, 10

Weir v. United States, 339 F. 2d 82 (8th Cir, 1964)... 8

Statutes and Rules Cited

Federal Rules of Civil Procedure, Rule 59(b)..... 8

Federal Rules of Civil Procedure, Rule 59(e)..... 2, 8

Rules for the Eighth Circuit Court of Appeals, Rule 8 11

28 U.S.C., §§ 1291 and 1292 7

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1971

No. 71-925

TERMINAL FREIGHT COOPERATIVE ASSOCIATION and
TERMINAL FREIGHT HANDLING CO.,
Petitioners,

vs.

JOSEPH H. SOLIEN, Regional Director of the Fourteenth Region of the National Labor Relations Board, for and on Behalf of the National Labor Relations Board
and
MISCELLANEOUS DRIVERS AND HELPERS UNION, LOCAL NO. 610 Affiliated With the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

BRIEF
In Opposition of Respondent Union

OPINIONS BELOW

The citations to the Opinions Below are adequately set forth in the Petition for Certiorari.

JURISDICTION

The jurisdictional requirements are adequately set forth in the Petition for Certiorari.

COUNTERSTATEMENT OF QUESTIONS PRESENTED

1. Where a Charging Party in an unfair labor practice case has been denied full party status or the right to intervene in 10 (l) injunction proceedings by a District Court, that Judgment was affirmed by a United States Court of Appeals, and Petition for Certiorari denied, does such Charging Party have standing to thereafter return to the same District Court and file a Motion to Amend or Rescind a stipulation entered into by a Regional Director and the respondent union to settle the 10 (l) litigation, said stipulation having been approved by the District Court prior to said first appeal.

2. Is such a motion timely filed if it is filed more than a year after the order approving such stipulation was entered by the District Court, and where such order was entered after Charging Party had made both oral and written objections to the stipulation as originally proposed and the stipulation as approved was altered to meet the principal objections.

STATUTES INVOLVED

Besides the statutes which Petitioner cites under the "Statutes Involved" section of its Petition for Certiorari, there is also involved Rule 59(e) of the Rules of Civil Procedure, printed as an Addendum to this Brief.

COUNTERSTATEMENT OF THE CASE

Because a large proportion of Petitioner's Statement of the Case in its Petition for Certiorari refers to matters before the National Labor Relations Board, its Regional Director and its General Counsel, which are completely irrelevant to the issues here involved, this Respondent makes this Counterstatement of the Case:

This constitutes the second Petition for Certiorari filed in this Court by Terminal Freight Handling Company and Terminal Freight Cooperative Association (hereafter collectively called "Terminal") arising from 10(l) proceedings before the United States District Court for the Eastern District of Missouri, instituted originally on June 29, 1970 (A. 1-8). In **Solien v. Miscellaneous Drivers and Helpers Union, Local No. 610**, 440 F.2d 124 (8th Cir., 1971), hereafter referred to as "Solien I", the Court of Appeals for the 8th Circuit Court affirmed an order of said District Court denying Terminal's motion to appear as a full party plaintiff or to intervene in said 10(l) proceedings.[1] This Court denied certiorari, 403 U.S. 905, and denied a rehearing ... U.S. ..., November 15, 1971.

In **Solien I**, Terminal and Sears filed motions to appear as full parties litigant or, in the alternative, to intervene in the 10 (l) proceedings. Both the Regional Director, a respondent herein, and Miscellaneous Drivers and Helpers Union, Local No. 610, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Respondent Union and hereafter called "Local 610" or the "Union", opposed those mo-

[1] The appeal and first Petition for Certiorari in **Solein I** was taken both by Terminal and by Sears, Roebuck and Company (hereafter called "Sears") but Sears elected not to participate in the subsequent proceedings before the District Court and 8th Circuit which led to Terminal's filing of the instant Petition for Certiorari (A. 43, footnote 1).

tions. On July 7, 1970 a hearing was had before the District Court at which all parties were afforded a full opportunity to state their respective positions, not only with respect to said motions to intervene or participate fully, but with respect to a Stipulation or settlement agreement which had been entered into between the Regional Director and Local 610, subject to the approval of the District Court, to dispose of said 10 (1) litigation (A. 26-39). In addition, on the same day, Sears and Terminal filed written objections to the proposed stipulation and to interdict the entry of said Stipulation (A. 20-25). The following day, July 8, the District Court entered his order denying Sears and Terminal the right to intervene as full parties, but permitting them to appear at all hearings, introduce evidence and file Briefs. In that same order, the District Court disapproved the Stipulation in the form presented (A. 39-40, 15-20). The next day, July 9, the Regional Director and Local 610 entered into a revised Stipulation which the District Court then approved, copies of both the Order and the Stipulation being mailed to attorneys for Sears and Terminal (A. 41-2). The Stipulation, as approved, generally provided that Local 610 agreed not to engage in certain picketing at locations therein described for purposes proscribed by the Act; that if the Regional Director should later file an affidavit that he had found probable cause to believe that the Union had violated said Stipulation, the District Court could "forthwith" issue a temporary injunction in the form attached to the Stipulation.[2] At no time prior to or as part of its appeal in **Solien I** did Terminal (or for that matter, did Sears) contend that they lacked sufficient information to

[2] The Stipulation which the District Court rejected had provided for a 24-hour notice before the temporary injunction could be entered (A. 17). In addition, para. 5 of the original stipulation, to which Sears and Terminal had objected at the July 7 hearing (A. 28-38) was stricken from the stipulation as approved. See addendum to this brief.

evaluate the Stipulation, as it contended for the first time in its denied motion which led to the instant petition for certiorari.

In **Solien I,** Terminal and Sears raised no issues other than whether they, as Charging Parties in National Labor Relations Board unfair labor practice proceedings, had the right to the status of "parties" or the right to intervene in 10 (l) proceedings. As noted, the Eighth Court in **Solien I** held they did not and this Court denied certiorari. While Terminal's and Sear's Petition for Rehearing in **Solien I** was pending in this Court, Terminal went back to the District Court and filed on September 13, 1971 what was termed a Motion to Accept and Consider Their Objections to the Stipulation Previously Approved by the Court Herein and For an Order Rescinding or Amending Such Stipulation (A. 43-51). Thereafter, the Union filed a Statement in Opposition to said Motion (A. 52-55), and the Regional Director filed his Reply Brief in Opposition thereto (A. 56-60). On October 12, 1971 the District Court issued its Order denying said Motion (A. 139), and Terminal thereafter filed its Appeal to the Court of Appeals for the Eighth Circuit (A. 140). On November 19, 1971 the Union filed with the Eighth Circuit the Union's Motion to Affirm Order of U. S. District Court or, in the Alternative, to Dismiss Appeal (A. 142-145), and on December 3, 1971 the Regional Director filed a Motion to Dismiss Appeal with the same Court (A. 146-7). On December 17, 1971 the Eighth Circuit granted the Union's Motion to Affirm the Judgment of the District Court (A. 148), and Terminal then filed its Petition for Certiorari.

ARGUMENT

I. Terminal Lacked Standing to Prosecute Its Appeal to the Court of Appeals

In discussing the issues here involved, it should be noted at the outset that Terminal has, as it did in **Solien I**, included in the Appendix and mentioned in its Petition for Certiorari here innumerable motions, orders, letters, documents and other evidence which deals solely with the underlying unfair labor practice case before the National Labor Relations Board or its General Counsel, and which are completely irrelevant to any of the issues here involved. The issues here involved relate solely to 10 (l) injunction proceedings before the District Court. Section 10 (l) proceedings are not to provide remedies for the charged unfair labor practices as Terminal suggested in its Motion to Accept Objections to the Stipulation (A. 43-44) and in its instant Petition for Certiorari (Pet., pp. 8, 10), but are designed to provide interim relief pending final Board disposition of these charges, **Solien I**, 440 F. 2d at 128-129.

In **Solien I**, the Eighth Circuit denied Terminal's right to intervene or to have full party status in 10 (l) proceedings. In doing so, it held that "No court that has considered the question of the charging party's independent standing to seek appellate review of an adverse § 10 (l) decision has accorded the charging party this right. (citing cases). Appellants' intervention argument based on their alleged right to appellate review of the district court's § 10 (l) decision must fall" (440 F.2d at 131-132). The Eighth Circuit in **Solien I** expressly rejected the same contention that Terminal makes in the current appeal—that it has standing to seek review of the district court's order approving the settlement stipulation on the ground that such stipulation was not an adequate

substitute for injunctive relief. **Solien I.** 440 F. 2d at 132. This court, as noted, denied certiorari in **Solien I.**

In an effort to avoid the impact of **Solien I** and "come through the back door" Terminal went back to the District Court and filed a Motion to Rescind or Amend the stipulation approved on July 8, 1970. In substance, that Motion sought to reactivate the Section 10 (l) proceedings and to obtain new or additional injunctive relief. In denying Terminal the right to intervene in **Solien I**, the Eighth Circuit concluded that charging parties have no right to maintain a claim for the relief sought (440 F. 2d at 132). In **Terminal Freight Handling Company v. Solien**, 444 F. 2d 699, reh. denied 8/13/71, pet. for cert. pending and hereafter called **"Solien II"**, the Eighth Court held that the policy there laid down with respect to the duty of Regional Directors under 10 (l) "neither permits the charging party to initiate an injunction suit nor grants it party status in the injunction proceeding" and "is in no way inconsistent with our decision in **Solien I**" (444 F. 2d at 709). It is submitted, therefore, that Terminal had no status to prosecute its appeal, and Local 610 simply cannot understand Terminal's contention in its Petition for Certiorari that **Solien II** granted such a right.

II. Assuming Arguendo That Terminal Had Standing to Appeal, the Motion to Rescind or Modify the Stipulation Was Not Timely Filed.

The District Court's order of July 9, 1970 approving the Stipulation was in lieu of injunction, was that Court's final decision in the 10 (l) proceeding, and constituted a reviewable order under Sections 1291 and 1292 of Title 28 U.S.C. In **Solien I**, Terminal and Sears chose to appeal only from the denial by the District Court of their motions to intervene or be given full party status. Terminal and Sears failed to timely file within ten (10) days a

motion to alter or amend the July 9, 1970 order and judgment of the District Court as required by Rule 59 (e) of the Rules of Civil Procedure.[3] The District Court would have had no authority to entertain such a motion, and, accordingly, Terminal's Appeal to the Eighth Circuit presented nothing for review. **Gray v. Dukedom Bank**, 216 F. 2d 107, 109-110 (6th Cir. 1954); **Weir v. United States**, 339 F. 2d 82, 83-84 (8th Cir. 1964).[4]

III. In Any Event Terminal's Motion Presented No Basis for Rescinding or Setting Aside the Stipulation.

Apart from Terminal's lack of standing to prosecute this appeal and its fatal failure to timely file its motion to amend or alter the Order approving the settlement stipulation, the simple fact is that its said Motion presented no ground for rescinding or amending the stipulation approved by the District Court on July 9, 1970. On that date, all picketing had ceased and the primary dispute had been settled. The Regional Director elected to accept a Stipulation in lieu of proceeding with the hearing on the order to show cause.

As noted under footnote 2 of this brief, infra, the District Court rejected the original stipulation and then, after significant changes had been made in its terms, including some which met specific objections which Terminal and Sears had made, the District Court approved the stipulation as amended on July 9, 1970. **Solien II** specifically approved the practice of negotiating settlement in 10 (l) proceedings in lieu of injunctive relief, and approval thereof by the Court if it believes, as the District Court did here, that the stipulation or settlement adequately

[3] Reprinted as an addendum to this brief.

[4] While **Weir** involved failure to timely file a Motion for a New Trial under Rule 59 (b), the principle is the same.

protects the public interest.[5] **Solien II**, 444 F. 2d at 709. Terminal seemingly does not understand the purpose of 10 (l) proceedings. The purpose is not, as Terminal contended in its most recently denied motion and as it argues in its Brief, to have 10 (l) constitute a remedy for the violations of law which may be uncovered by a Regional Director in his investigation of unfair labor practices. **Solien I** pointed out that 10 (l) proceedings are merely ancillary to the main unfair labor practice proceedings; that the District Court's function therein is limited to determining whether there is reasonable cause to believe that the unfair labor practice charge will be sustained before the Board and whether temporary injunctive relief would be just and proper under the circumstances; that the findings of the District Court in 10 (l) proceedings are not binding on the Board when it decides the case on its merits (440 F. 2d at 128-9). In **Terminal Freight Co-op Assn. v. NLRB**, 447 F. 2d 1099 (3rd Cir. 1971), Appellant here being also the Appellant there, the Court of Appeals for the Third Circuit in discussing 10 (l) proceedings stated (447 F. 2d 1102):

> "The purpose of this relief is to maintain the status quo pending final adjudication by the Board with respect to the unfair labor charge (citing cases). The court in determining if it should grant injunctive relief is not called upon to decide whether a violation of the Act has been committed. The ultimate determination of this question is reserved exclusively for the National Labor Relations Board. The district court in passing upon the relief requested, decides merely whether there was reasonable cause to believe that a violation of the Act has been committed and

[5] Indeed, the Eighth Circuit held that the Regional Director need not even file a petition for 10 (l) relief if he can, through negotiation, obtain an agreement from a charged Union to cease conduct which the Regional Director believes is violative of the Act. **Solien II**, 444 F. 2d at 708-9.

whether the sought for equitable relief is the proper remedy (citing cases)."

In the exercise of his sound discretion and after the petition for 10 (l) relief was filed, the Regional Director here determined that the matter should be settled through stipulation. Terminal and Sears objected. The District Court considered those objections, and refused to approve the stipulation in the form presented. Changes were then made and a revised form of stipulation meeting some of the objections posed by Terminal and Sears was presented to the District Court who then approved it. The picketing was ended, the strike was over. The stipulation preserved the status quo. In it the Union agreed that it would not engage in picketing for proscribed purposes, and that if it violated its agreement the District Court could forthwith issue an injunction without notice upon the mere filing of an affidavit by the Regional Director that the stipulation has been violated. That procedure was approved in **Solien II**. There has been no picketing since prior to the filing of the 10 (l) petition, in June, 1970. The settlement stipulation has achieved everything that an injunction could have achieved if issued. Indeed, the form of injunction attached to the Stipulation and which would be issued if said Stipulation were violated is in the precise terms as contained in the prayer of the petition for 10 (l) injunction (A. 6-7, 18-20).[6]

In summary, Terminal's Motion, the denial of which was the basis for its appeal to the Eighth Circuit, raised two points: (1) That an evidentiary hearing was necessary in order to determine if the stipulation "remedies

---

[6] The form of injunction referred to as Exhibit A in the Stipulation as approved (A. 41) is not re-printed in the Appendix but was in the identical language as printed A. 18-20. Also, the Stipulation as approved which appears A. 41-4 its an entire page, but the complete stipulation as approved re-printed as an addendum to this brief.

fully the violations of law to which it (Terminal)" claims it was subjected. As noted, that is not the purpose of 10 (l); and (2) that the stipulation does not provide the right of Terminal to move for an injunction should the stipulation be violated. **Solien I** clearly established that charging parties have no "right to maintain a claim for the relief sought". (440 F. 2d at 132).

Finally, on this point, it should be noted that the same objections which Terminal raised in its denied Motion, and in its instant Petition for Certiorari, to the Stipulation were raised in its Petition for Certiorari in **Solien I**—except that there it used these objections as ground for its alleged claim of party status or to intervene (Pet. Cert. **Solien I**, p. 32). In its instant petition it has added two authorities not cited in its petition in **Solien I**, to support its argument that it is entitled to an evidentiary hearing, namely **Leeds & Northrup v. NLRB**, 357 F. 2d 527 (3rd Cir. 1966), and **Concrete Materials of Georgia, Inc. v. NLRB**, ... F. 2d ..., 76 LRRM 2832 (5th Cir., 1971). Of course, neither of those cases supports Terminal's position. Neither dealt with 10 (l) proceedings, but with proceedings before the Board. The Third Circuit in **Terminal Freight Cooperative Ass'n v. NLRB**, supra, and **Solien I**, as noted above, points out the difference in purposes and procedures which Terminal stubbornly refuses to recognize. It is submitted that the Eighth Circuit properly summarily affirmed the District Court's order denying Terminal's Motion, since the questions presented for review by Terminal in its appeal were patently "so insubstantial as not to need further argument" (Rule 8, Rules of the U. S. Court of Appeals for the Eighth Circuit).[7]

---

[7] Printed as an Addendum to this Brief.

CONCLUSION

For the reasons set out above, Respondent Union respectfully submits that the Petition for Certiorari should be denied.

NORMAN W. ARMBRUSTER

HARRY H. CRAIG
7 North Seventh Street
St. Louis, Missouri 63101
Attorneys for Respondent,
Miscellaneous Drivers and
Helpers Union Local 610

Of Counsel:
WILEY, CRAIG, ARMBRUSTER
& WILBURN
7 North Seventh Street
St. Louis, Missouri 63101

APPENDIX

Rule 59 (e) of Federal Rules of Civil Procedure provides in pertinent part:

"**Rule 59—New Trials; Amendments of Judgments**

* * * * * * * *

(e) **Motion to Alter or Amend a Judgment.** A Motion to alter or amend the judgment shall be served not later than 10 days after entry of the judgment."

* * * * * * * *

Rule 8 of the Rules of the U. S. Court of Appeals for the Eighth Circuit provides in pertinent part:

"**Rule 8. Motion to Dismiss or Affirm**

Within fifteen days after the appeal has been docketed in this court, the appellee may file a motion to dismiss or a motion to affirm. Where appropriate, a motion to affirm may be united in the alternative with a motion to dismiss. * * *

* * * * * * *

(b) A motion to affirm shall be based on the ground that the questions presented for review are so unsubstantial as not to need further argument."

* * * * * * * *

Stipulation as approved by U. S. District Court on July 9, 1970. (This stipulation, as printed in the Appendix, A. 41-42, omitted portions thereof on A. 41 as clearly indicated in paragraph 1 on A. 41):

STIPULATION

(Filed July 9, 1970)

(Caption Omitted)

It Is Hereby Stipulated and Agreed by and between the undersigned attorneys for the respective parties hereto, subject to the approval of the Court, that:

1. Pending final disposition of the matters presently pending before the National Labor Relations Board (herein called the Board) in connection with charges and amended charges filed by Sears, Roebuck and Co. in Case No. 14-CC-603 and charges filed by Terminal Freight Cooperative Association and Terminal Freight Handling Co. and May Department Stores Company in Case No. 14-CC-604, Respondent Miscellaneous Drivers and Helpers Union, Local No. 610, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (herein called Respondent), its officers, representatives, agents, servants, employees and all members and persons acting in concert or participation with it will not:

(a) Picket at or in the vicinity of Sears, Roebuck and Co.'s retail stores at 1408 North Kingshighway, 3708 South Grand, 15 Crestwood Plaza, 490 Northwest Plaza, 7412 Manchester Avenue, or at Sears, Roebuck and Co.'s warehouses at 8950 Pershall or 1024 South Vandeventer, all in the Metropolitan Area of the City of St. Louis, in the State of Missouri, or at Sears, Roebuck and Co.'s stores at 1001 State Street in East St. Louis, Illinois, and 309 Piasa in Alton, Illinois.

(b) Picket at or in the vicinity of the premises known and numbered as 924 Cerre Street in the City of St. Louis and State of Missouri.

(c) In any manner or by any means including picketing, orders, directions, instructions, requests or appeals, however given, made or imparted or by any like or related acts or conduct, or by permitting any such to remain in existence or effect, engage in, or induce or encourage any individual employed by Sears, Roebuck and Co., Terminal Freight Cooperative Association, Terminal Freight Handling Co. and May Department Stores Company, or by any other person engaged in commerce or in any industry affecting commerce to engage in a strike or refusal in the course of his employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials or commodities or to perform any service, or in any manner or by any means threaten, coerce or restrain Sears, Roebuck and Co., Terminal Freight Cooperative Association, Terminal Freight Handling Co., and May Department Stores Company or any other person engaged in commerce or an industry affecting commerce

where in connection with the acts and conduct set out in subparagraphs (a), (b) and (c) hereof an object thereof is to force or require Sears, Roebuck and Co., Terminal Freight Cooperative Association, Terminal Freight Handling Co., and May Department Stores Company, or any other person to cease using, selling, handling, transporting or otherwise dealing in the products of or to cease doing business with Be-Rite Delivery Service, Inc. or Sears, Roebuck and Co.

2. In the event that the Regional Director for the Fourteenth Region of the Board, after investigation of an alleged breach by Respondent of any of the provisions of paragraph 1 of this Stipulation, thereupon files with the Court an Affidavit stating that he has found probable cause to believe that Respondent has breached the pro-

visions of paragraph 1 of this Stipulation, the Court may forthwith enter a Temporary Injunction against said Respondent in the form set forth in Exhibit (A) attached hereto. In this connection, Respondent waives a further hearing before the Court, as well as the making of Findings of Fact and Conclusions of Law by the Court.

3. This case shall in the meanwhile remain on the Docket of this Court and upon compliance by Respondent with its obligation undertaken hereunder and upon the final disposition of the matters pending before the Board, as aforesaid, the Petitioner shall cause this proceeding to be dismissed.

4. The making and execution of this Stipulation does not constitute an admission by Respondent that it has engaged in unfair labor practices.

Respondent Miscellaneous Drivers and Helpers Union, Local No. 610, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, by signing this Stipulation, acknowledges receipt of a copy of the petition upon it and fully enters its appearance in Case No. 70C 317(2) now pending before this Court.

Dated at St. Louis, Missouri, this 9th day of July 1970.

/s/ JOHN S. STEVENS
JOHN S. STEVENS
Attorney for Petitioner

/s/ (Illegible)
Attorney for Respondent

Approved and So Ordered this 9th day of July, 1970.

JAMES H. MEREDITH
United States District Judge